

# EXHIBIT B



### III. PARTIES

Plaintiff THE CHURCH TRIUMPHANT OF PASADENA, INC /THE PENTECOSTALS OF PASADENA/THE UNITED PENTECOSTAL CHURCH OF PASADENA, INC owns the property made subject of this suit which is located in HARRIS County, Texas.

Insurance Defendant is in the business of insurance in the State of Texas. The insurance business done by Insurance Defendant in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with Plaintiff;
- The taking or receiving of application for insurance, including Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including Plaintiff.

Defendant, ARCH INSURANCE COMPANY, is a fire and casualty insurer doing business in the State of Texas licensed with the Texas Department of Insurance. Accordingly, Defendant may be served with process by serving its Registered Agent for Service: Corporation Service Company, 211 East 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701-3218. ***Plaintiff requests that citation be issued and that service be made by certified mail, return receipt requested.***

### IV. NATURE OF THE CASE; RELIEF SOUGHT

This is a first-party insurance case stemming from extensive damage to Plaintiff's property from Hurricane Harvey in August 2017. Plaintiff seeks damages for breach of contract, violations of the Texas Insurance Code, and common law bad faith. Plaintiff also seeks their attorney's fees, compensatory damages, enhanced damages, costs of court and pre- and post-judgment interest. As

required by Rule 47 of the Texas Rules of Civil Procedure, Plaintiff seeks monetary relief over \$1,000,000.

#### **V. BACKGROUND FACTS**

Plaintiff owns property located at 1030 Strawberry Road, Pasadena, Texas 77506. The property is covered by a policy of insurance, Policy No. NRPKG0004201. The Policy covered Plaintiff's property against loss by wind and water damage, among other perils.

As a consequence of Hurricane Harvey, Plaintiff's property sustained extensive damage on or about August 2017.

Plaintiff has performed all conditions precedent to their recovery under the Policy.

Plaintiff gave timely notice to the Insurance Defendant.

The Insurance Defendant assigned the claim to adjusters to investigate, report on and adjust the loss.

Plaintiff provided information to the adjusters and opportunities for the adjusters to inspect the properties.

The Insurance Defendant has failed and refused to pay Plaintiff in accordance with their promises under the Policy and have wrongfully denied Plaintiff's claim. In addition, Insurance Defendant violated the Prompt Payment of Claims Act, Texas Ins. Code § 542.55 *et. seq.*

#### **VI. CLAIMS AGAINST INSURANCE DEFENDANT**

**Declaratory Judgment.** Plaintiff re-alleges the foregoing paragraphs. Pursuant to the Texas Declaratory Judgment Act, Plaintiff is entitled to a declaration that the Policy provide coverage for the cost to repair the damaged properties and personal property, less only a deductible, among other things. In the alternative, Plaintiff asserts that the Policy is ambiguous and must be interpreted in favor of coverage and against Insurance Defendant.

**Breach of Contract.** Plaintiff re-alleges the foregoing paragraphs. The acts and omissions of Insurance Defendant and its agents constitute a breach and/or anticipatory breach of Insurance Defendant's contract with Plaintiff. Plaintiff has satisfied all conditions precedent to the fulfillment of its contractual demands. Accordingly, Plaintiff brings an action for breach of contract against Defendant pursuant to Texas statutory and common law, including Chapter 38 of the Texas Civil Practice and Remedies Code, and seeks all of its damages for such breach, including actual damages, consequential damages, attorneys' fees, prejudgment interest, other litigation expenses and costs of court.

**Violations of the Texas Insurance Code.** Plaintiff re-alleges the foregoing paragraphs. At all pertinent times, the Insurance Defendant was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and omissions of the Insurance Defendant and its agents constitute one or more violations of the Texas Insurance Code. More specifically, Insurance Defendant has, among other violations, violated the following provisions of the Code:

1. Insurance Code chapter 542, the Prompt Payment Act.
2. Insurance Code § 541.060:
  - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear; and
  - refusing to pay Plaintiff's claim without conducting a reasonable investigation.

Where statements were made by Insurance Defendant, Plaintiff reasonably relied upon them. As a result of the foregoing conduct, which was and is the producing cause(s) of injury and damage to Plaintiff, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Moreover, one or more of the foregoing acts or omissions were "knowingly" made, entitling Plaintiff to seek treble damages pursuant to the Insurance Code. Insurance Defendant has also violated the Prompt Payment Act, and Plaintiff

seeks damages as a penalty, plus reasonable and necessary attorney's fees incurred as a result of these violations.

**"Common Law Bad Faith."** Plaintiff re-alleges the foregoing paragraphs. Insurance Defendant has refused to pay or delayed in paying a claim after liability has become reasonably clear. Insurance Defendant has refused to pay, delayed in paying or offered grossly inadequate and unconscionable sums to settle the claims submitted by Plaintiff. This constitutes a breach of its common law duty of good faith and fair dealing' *i.e.*, it is acting in "bad faith."

Moreover, Insurance Defendant has "investigated" and "adjusted" Plaintiff's claim in a malicious, intentional, fraudulent and/or grossly negligent fashion, and Plaintiff is entitled to extra-contractual damages, including exemplary damages. Plaintiff has sustained serious damage to their property as a result of Insurance Defendant's refusal to honor the Policy. Insurance Defendant is well aware that its actions involve an extreme risk that Plaintiff will suffer financial damage as a result of its refusal to honor its obligations, yet it is consciously indifferent to Plaintiff's rights. Plaintiff is entitled to recover its actual damages, consequential damages, punitive damages, and pre- and post-judgment interest.

**Attorney's fees.** Plaintiff re-alleges the foregoing paragraphs. Plaintiff has been required to engage the services of the undersigned attorneys and has agreed to pay its attorneys a reasonable fee for services expended and to be expended in the prosecution of its claims against Insurance Defendant through the trial court and all levels of the appellate process. Plaintiff seeks the recovery of all of its attorney's fees and expenses.

With respect to all causes of action asserted herein, Plaintiff seeks the recovery of prejudgment and post-judgment interest.

## **VII. CONDITIONS PRECEDENT**

All conditions precedent for Plaintiff to recover under the Policy has been or will be met.

## **VIII. JURY DEMAND**

Plaintiff requests that a jury be convened to try the factual issues in this action.

## **IX. REQUEST FOR DISCLOSURE TO INSURANCE DEFENDANT**

Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that Insurance Defendant provide the information required in a Request for Disclosure.

## **X. REQUESTS FOR PRODUCTION TO INSURANCE DEFENDANT**

Produce the complete claim file for Plaintiff's property relating to or arising out of the loss made the basis of this suit.

Produce the complete underwriting file for Plaintiff's property which is the subject of this suit.

Produce all emails, notes, and other forms of communication between Defendant, its agents, adjusters, employees, or representatives relating to, mentioning, concerning or evidencing Plaintiff's property which is the subject of this suit.

Produce the application for insurance and any notes, logs, statements or inspections created or produced during the application process of the Policy at issue in this suit.

## **XI. PRAYER**

WHEREFORE, Plaintiff seeks the following relief:

A. The Court's declaration that the Policy provides coverage for the damage to the property, less only a deductible;

B. Alternatively, a ruling that the Policy is ambiguous and must be interpreted in favor of coverage and in favor of Plaintiff;

C. Damages against Insurance Defendant for breach of contract, including actual damages, consequential damages, attorneys' fees, pre- and post-judgment interest, other litigation expenses, enhanced damages and costs of court;

D. Damages against Insurance Defendant for violations of the Texas Insurance Code, including without limitation economic damages, actual damages, consequential damages, treble damages, and reasonable and necessary attorneys' fees;

E. Damages against Insurance Defendant, for common law breach of the duty of good faith and fair dealing, including actual damages, consequential damages, exemplary damages and pre- and post-judgment interest;

F. Damages for violations of the Prompt Payment Act; and

G. Plaintiff also seeks all other financial relief and rulings to which it may be legally or equitably entitled.

Respectfully submitted,



---

MATTHEW R. PEARSON  
State Bar No. 00788173  
[mpearson@pearsonlegalpc.com](mailto:mpearson@pearsonlegalpc.com)  
MARY ANN NOTESTINE  
State Bar No. 24075515  
[mnotestine@pearsonlegalpc.com](mailto:mnotestine@pearsonlegalpc.com)  
PEARSON LEGAL PC  
425 Soledad, Suite 600  
San Antonio, Texas 78205  
Telephone: (210) 732-7766  
Facsimile: (210) 229-9277

**ATTORNEYS FOR PLAINTIFF**

## CIVIL CASE INFORMATION SHEET

2020-22898 / Court: 080

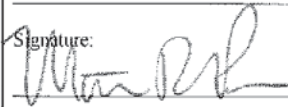
CAUSE NUMBER (FOR CLERK USE ONLY)

COURT (FOR CLERK USE ONLY)

STYLED THE CHURCH TRIUMPHANT OF PASADENA, INC/THE PENTECOSTALS OF PASADENA/THE UNITED v. ARCH INSURANC

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

|   |   |   |  |   |  |
|---|---|---|--|---|--|
| <b>1. Contact information for person completing case information sheet:</b><br>Name: Matthew R. Pearson<br>Email: mpearson@pearsonlegalpc.com<br>Address: 425 Soledad, Suite 600<br>City/State/Zip: San Antonio, Texas 78205<br>Telephone: 210-732-7766<br>Fax: 210-229-9277<br>Signature: <br>State Bar No: 00788173  |   | <b>Names of parties in case:</b><br>Plaintiff(s)/Petitioner(s): THE CHURCH TRIUMPHANT OF PASADENA, INC/THE PENTECOST<br>Defendant(s)/Respondent(s): ARCH INSURANCE COMPANY<br>(Attach additional page as necessary to list all parties)   |  | <b>Person or entity completing sheet is:</b><br><input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner<br><input type="checkbox"/> Pro Se Plaintiff/Petitioner<br><input type="checkbox"/> Title IV-D Agency<br><input type="checkbox"/> Other:<br>Additional Parties in Child Support Case:<br>Custodial Parent:<br>Non-Custodial Parent:<br>Presumed Father:   |  |
| <b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>   |   |   |  |   |  |
| <b>Civil</b>  |   |   | <b>Family Law</b>  |   |  |
| <b>Contract</b><br><input type="checkbox"/> Debt/Contract<br><input type="checkbox"/> Consumer/DTPA<br><input type="checkbox"/> Debt/Contract<br><input type="checkbox"/> Fraud/Misrepresentation<br><input type="checkbox"/> Other Debt/Contract:<br><b>Foreclosure</b><br><input type="checkbox"/> Home Equity—Expedited<br><input type="checkbox"/> Other Foreclosure<br><input type="checkbox"/> Franchise<br><input checked="" type="checkbox"/> Insurance<br><input type="checkbox"/> Landlord/Tenant<br><input type="checkbox"/> Non-Competition<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Other Contract: | <b>Injury or Damage</b><br><input type="checkbox"/> Assault/Battery<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Defamation<br><b>Malpractice</b><br><input type="checkbox"/> Accounting<br><input type="checkbox"/> Legal<br><input type="checkbox"/> Medical<br><input type="checkbox"/> Other Professional Liability:<br><input type="checkbox"/> Motor Vehicle Accident<br><input type="checkbox"/> Premises<br><b>Product Liability</b><br><input type="checkbox"/> Asbestos/Silica<br><input type="checkbox"/> Other Product Liability<br>List Product:<br><input type="checkbox"/> Other Injury or Damage: | <b>Real Property</b><br><input type="checkbox"/> Eminent Domain/Condemnation<br><input type="checkbox"/> Partition<br><input type="checkbox"/> Quiet Title<br><input type="checkbox"/> Trespass to Try Title<br><input type="checkbox"/> Other Property:<br><b>Related to Criminal Matters</b><br><input type="checkbox"/> Expunction<br><input type="checkbox"/> Judgment Nisi<br><input type="checkbox"/> Non-Disclosure<br><input type="checkbox"/> Seizure/Forfeiture<br><input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment<br><input type="checkbox"/> Other: | <b>Marriage Relationship</b><br><input type="checkbox"/> Annulment<br><input type="checkbox"/> Declare Marriage Void<br><b>Divorce</b><br><input type="checkbox"/> With Children<br><input type="checkbox"/> No Children<br><b>Other Family Law</b><br><input type="checkbox"/> Enforce Foreign Judgment<br><input type="checkbox"/> Habeas Corpus<br><input type="checkbox"/> Name Change<br><input type="checkbox"/> Protective Order<br><input type="checkbox"/> Removal of Disabilities of Minority<br><input type="checkbox"/> Other: | <b>Post-judgment Actions (non-Title IV-D)</b><br><input type="checkbox"/> Enforcement<br><input type="checkbox"/> Modification—Custody<br><input type="checkbox"/> Modification—Other<br><b>Title IV-D</b><br><input type="checkbox"/> Enforcement/Modification<br><input type="checkbox"/> Paternity<br><input type="checkbox"/> Reciprocity (UIFSA)<br><input type="checkbox"/> Support Order<br><b>Parent-Child Relationship</b><br><input type="checkbox"/> Adoption/Adoption with Termination<br><input type="checkbox"/> Child Protection<br><input type="checkbox"/> Child Support<br><input type="checkbox"/> Custody or Visitation<br><input type="checkbox"/> Gestational Parenting<br><input type="checkbox"/> Grandparent Access<br><input type="checkbox"/> Parentage/Paternity<br><input type="checkbox"/> Termination of Parental Rights<br><input type="checkbox"/> Other Parent-Child: |  |
| <b>Employment</b><br><input type="checkbox"/> Discrimination<br><input type="checkbox"/> Retaliation<br><input type="checkbox"/> Termination<br><input type="checkbox"/> Workers' Compensation<br><input type="checkbox"/> Other Employment:  | <b>Other Civil</b><br><input type="checkbox"/> Administrative Appeal<br><input type="checkbox"/> Antitrust/Unfair Competition<br><input type="checkbox"/> Code Violations<br><input type="checkbox"/> Foreign Judgment<br><input type="checkbox"/> Intellectual Property<br><input type="checkbox"/> Lawyer Discipline<br><input type="checkbox"/> Perpetuate Testimony<br><input type="checkbox"/> Securities/Stock<br><input type="checkbox"/> Tortious Interference<br><input type="checkbox"/> Other:   |   |  |   |  |
| <b>Tax</b><br><input type="checkbox"/> Tax Appraisal<br><input type="checkbox"/> Tax Delinquency<br><input type="checkbox"/> Other Tax  | <b>Probate &amp; Mental Health</b><br><b>Probate/Wills/Intestate Administration</b><br><input type="checkbox"/> Dependent Administration<br><input type="checkbox"/> Independent Administration<br><input type="checkbox"/> Other Estate Proceedings<br><input type="checkbox"/> Guardianship—Adult<br><input type="checkbox"/> Guardianship—Minor<br><input type="checkbox"/> Mental Health<br><input type="checkbox"/> Other:   |   |  |   |  |
| <b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>   |   |   |  |   |  |
| <input type="checkbox"/> Appeal from Municipal or Justice Court<br><input type="checkbox"/> Arbitration-related<br><input type="checkbox"/> Attachment<br><input type="checkbox"/> Bill of Review<br><input type="checkbox"/> Certiorari<br><input type="checkbox"/> Class Action   |   | <input type="checkbox"/> Declaratory Judgment<br><input type="checkbox"/> Garnishment<br><input type="checkbox"/> Interpleader<br><input type="checkbox"/> License<br><input type="checkbox"/> Mandamus<br><input type="checkbox"/> Post-judgment   |  | <input type="checkbox"/> Prejudgment Remedy<br><input type="checkbox"/> Protective Order<br><input type="checkbox"/> Receiver<br><input type="checkbox"/> Sequestration<br><input type="checkbox"/> Temporary Restraining Order/Injunction<br><input type="checkbox"/> Turnover   |  |
| <b>4. Indicate damages sought (do not select if it is a family law case):</b>   |   |   |  |   |  |
| <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees<br><input type="checkbox"/> Less than \$100,000 and non-monetary relief<br><input type="checkbox"/> Over \$100,000 but not more than \$200,000<br><input type="checkbox"/> Over \$200,000 but not more than \$1,000,000<br><input checked="" type="checkbox"/> Over \$1,000,000   |   |   |  |   |  |

CAUSE NO. 202022898

RECEIPT NO. 899305

75.00 CTM

\*\*\*\*\*

TR # 73742231

PLAINTIFF: THE CHURCH TRIUMPHANT OF PASADENA INC/THE PENTECOS  
vs.  
DEFENDANT: ARCH INSURANCE COMPANY

In The 80th  
Judicial District Court  
of Harris County, Texas  
80TH DISTRICT COURT  
Houston, TX

## CITATION (CERTIFIED)

THE STATE OF TEXAS  
County of Harris

TO: ARCH INSURANCE COMPANY BY SERVING ITS REGISTERED AGENT  
CORPORATION SERVICE COMPANY

211 EAST 7TH STREET SUITE 620 AUSTIN TX 78701 - 3218

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 13th day of April, 2020, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 13th day of April, 2020, under my hand and seal of said Court.

Issued at request of:  
PEARSON, MATTHEW R.  
425 SOLEDAD, SUITE 600  
SAN ANTONIO, TX 78205  
Tel: (210) 472-1111  
Bar No.: 788173



*mail Burgess*  
MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: MATTHEWS, CHRISTOPHER Z8Y//11478264

## CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by mailing to Defendant certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of PLAINTIFF'S ORIGINAL PETITION to the following addressee at address:

(a) ADDRESSEE

## ADDRESS

Service was executed in accordance with Rule 106  
(2) TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
Harris County, TEXAS

By \_\_\_\_\_, Deputy

RECORDER'S MEMORANDUM  
This instrument is of poor quality  
at the time of imaging

CAUSE NO. 202022898

RECEIPT NO. 899305

75.00 CTM

\*\*\*\*\*

TR # 73742231

PLAINTIFF: THE CHURCH TRIUMPHANT OF PASADENA INC/THE PENTECOS  
vs.  
DEFENDANT: ARCH INSURANCE COMPANY

In The 80th  
Judicial District Court  
of Harris County, Texas  
80TH DISTRICT COURT  
Houston, TX

## CITATION (CERTIFIED)

THE STATE OF TEXAS  
County of Harris

TO: ARCH INSURANCE COMPANY BY SERVING ITS REGISTERED AGENT  
CORPORATION SERVICE COMPANY

211 EAST 7TH STREET SUITE 620 AUSTIN TX 78701 - 3218

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 13th day of April, 2020, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 13th day of April, 2020, under my hand and seal of said Court.



*Marilyn Burgess*

Issued at request of:  
PEARSON, MATTHEW R.  
425 SOLEDAD, SUITE 600  
SAN ANTONIO, TX 78205  
Tel: (210) 472-1111  
Bar No.: 788173

MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: MATTHEWS, CHRISTOPHER Z8Y//11478264

## CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by mailing to Defendant certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of PLAINTIFF'S ORIGINAL PETITION to the following addressee at address:

(a) ADDRESSEE

## ADDRESS

Service was executed in accordance with Rule 106  
(2) TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
Harris County, TEXAS

By \_\_\_\_\_, Deputy

2020-22898

U.S. Postal Service™ **CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee for each service)

☐ Return Receipt (hard-copy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage \$ 1.40

Total Postage \$ 4.95

Sent To: Arch Insurance Company By serving its registered agent Corporation Service Company

Street and Address: 211 East 7th Street Suite 620

City, State, ZIP+4: Austin, TX 78701-3218

PS Form 3800, April 2015 PSN 7530-02-000-9041 See Reverse for Instructions

4-14-2020